



## COUNTY OF HUMBOLDT

AGENDA ITEM NO.

**C-10**

For the meeting of: March 28, 2017

Date: February 28, 2017

To: Board of Supervisors

From:  Thomas K. Mattson, Public Works Director

**SUBJECT: U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION ANTENNA AND RACK SPACE LEASE FOR REAL PROPERTY AT GARBERVILLE AIRPORT. LAND LEASE RENEWAL- DTFAWN-17-L-00048 (4/5 VOTE REQUIRED)**

RECOMMENDATION(S): That the Board of Supervisors by a 4/5's vote:

1. Approve and authorize the Chairwoman to execute in the presence of a Notary Public, the attached lease agreement with the U.S. Department of Transportation Federal Aviation Administration (FAA) in triplicate.
2. Direct the Clerk of the Board to return the executed lease agreement, in triplicate, to the Land Use Division for transmittal to Lessee.

SOURCE OF FUNDING: Aviation Enterprise Fund

DISCUSSION: FAA desires to enter into a new thirty (30) year lease agreement for air traffic operation purposes at the Garberville Airport. FAA has been leasing this space continuously since October 1997. FAA requests that the date of commencement reflect the termination date of the prior lease agreement.

Prepared by Deb Vining, Senior Real Property Agent

CAO Approval



REVIEW:

Auditor



County Counsel

Human Resources

Other

TYPE OF ITEM:

☒ X

Consent

☐ Departmental

☐ Public Hearing

☐ Other

PREVIOUS ACTION/REFERRAL:

Board Order No.

Meeting of: \_\_\_\_\_

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor



Seconded by Supervisor

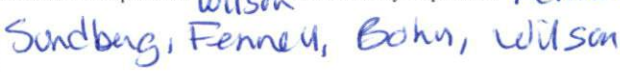


Ayes

Nays

Abstain

Absent

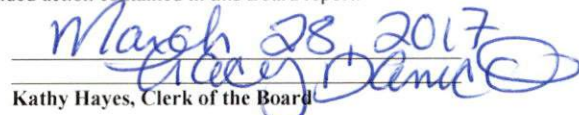




and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated:

By:

  
Kathy Hayes, Clerk of the Board

The lease area includes an eight (8) by ten (10) foot wood frame and asbestos shingle building housing the FAA's Remote Communications Outlet (RCO) equipment.

Staff is recommending approval of the lease agreement number DTFAWN-17-L-00048.

FINANCIAL IMPACT: Because the air traffic operations equipment maintained by the FAA assumes an obligation that is otherwise the responsibility of the county, the FAA does not compensate the county for the ground lease. In addition, the FAA is responsible for maintaining the premises.

This item conforms to the Board of Supervisors' Core Role of creating opportunities for improved safety and health. Staff requests that your Board approve and authorize the Chairwoman to execute this lease in the presence of a Notary Public, in triplicate.

OTHER AGENCY INVOLVEMENT:

U.S. Department of Transportation Federal Aviation Administration (FAA)

ALTERNATIVES TO STAFF RECOMMENDATIONS: The Board may deny approval of this lease agreement. However, failure to provide the FAA with a lease for their air traffic operations equipment would result in the county resuming responsibility for providing this service. This alternative is not recommended by staff.

ATTACHMENTS:

1. U.S. Department of Transportation Federal Aviation Administration Antenna And Rack Space Lease Between The United States of America Department of Transportation Federal Aviation Administration and County of Humboldt, Lease No. DTFAWN-17-L-00048 with Notarial Certificate of Acknowledgment (in triplicate).

**Attachment 1**

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**United States Government Lease for Real Property  
Lease No. DTFAWN-17-L-00048 (in triplicate)**

## **ANTENNA AND RACK SPACE LEASE**

**Between**

**THE UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION**

**And**

**COUNTY OF HUMBOLDT**

**Lease No. DTFAWN-17-L-00048**

**O16 RCO**

**Garberville, CA**

This lease is entered into by and between County of Humboldt whose address is 1106 2<sup>nd</sup> ST Eureka, CA 95501 and interest in the property hereinafter described is Owner hereby referred to as Lessor, and the United States of America, hereinafter referred to as the Government or the FAA.

WITNESSETH: The parties hereto, and for the consideration hereinafter mentioned, covenant and agree as follows:

1. DESCRIPTION (10/96) - The Lessor hereby leases to the Government the following described premises a 8' X 10' wood frame and asbestos shingle building, as-is, housing the RCO Equipment located at the Garberville Airport, Garberville, California, 1,260 feet south of the threshold for Runway 18, then 90° East 450 feet to the building center, which shall be related to the FAA's activities in support of Air Traffic operations. See attached exhibits A and B.
2. TERM (8/02) - To have and to hold, for the term commencing on 10/01/2017 and continuing through 09/30/47 inclusive, provided that adequate appropriations are available from year to year for the payment of rentals.
3. CANCELLATION (8/02) - The Government may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate by delivering to the Lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by certified mail return receipt requested and mailed at least 90 days before the effective termination date.

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4. **CONSIDERATION (COST) (8/02)** - The FAA shall pay the Airport no monetary consideration, it being mutually agreed that the rights extended to the FAA herein are in consideration of the obligations assumed by the FAA in its establishment, operation, and maintenance of navigational aid facilities upon the premises.
5. **HOLDOVER (7/14)** - If after the expiration of the lease, the Government shall retain possession of the premises, the lease shall continue in force and effect on a month-to-month basis. Rent shall be paid in accordance with the terms of the lease, in arrears on a prorated basis, at the rate paid during the lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the leased premises.
6. **NON-RESTORATION (10/96)** - The FAA will have no obligation to restore and/or rehabilitate, either wholly or partially, the premises under this lease. It is further agreed that the FAA may abandon in place any or all of the structures, improvements and/or equipment installed in or located upon said property by the FAA during its tenure. Notice of abandonment will be conveyed to the Lessor in writing.
7. **SERVICES AND UTILITIES (To be provided by Lessor as part of rent.) (10/08)**  
Services supplied to technical equipment will be supplied 24 hours a day, and seven days a week. The Government will have access to the leased premises at all times, including the use of electrical services without additional payment.
  - A. ELECTRICITY
  - B. SNOW REMOVAL
  - C. GROUND MAINTENANCE
  - D. OTHER SERVICES
8. **DAMAGE BY FIRE OR OTHER CASUALTY (10/96)** - If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the Government, the Government may terminate the lease, in whole or in part, immediately by giving written notice to the Lessor and no further rental will be due.
9. **MAINTENANCE OF THE PREMISES (01/16)** - The Lessor will maintain the demised premises, including the grounds, all equipment, fixtures and appurtenances furnished by the Lessor under this lease, in good repair. The Lessor shall ensure that all hazards associated with electrical equipment are marked in accordance with OSHA and National Fire Protection Association (NFPA) 70 electrical code.
10. **CONTRACT DISPUTES (11/03)** - All contract disputes and arising under or related to this lease contract will be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition

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(ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

All Contract Disputes will be in writing and will be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70  
Federal Aviation Administration  
800 Independence Avenue, SW, Room 323  
Washington, DC 20591  
Telephone: (202) 267-3290  
Facsimile: (202) 267-3720

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

11. INTERFERENCE (10/08) - Should there be interference with the Lessor's facility due to the FAA operations, FAA shall correct the problem immediately. If the Lessor's facility interferes with FAA's equipment then the Lessor will correct the problem immediately.
12. HOLD HARMLESS (10/96) - In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 USC 2671. et. seq.), hereafter termed "the Act" the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.
13. CLAUSES INCORPORATED BY REFERENCE: The clauses identified below are incorporated by reference. The full text of these clauses can be found via the Internet at <http://fast.faa.gov>.
  - A. ANTI-KICKBACK (7/14)
  - B. ASSIGNMENT OF CLAIMS (10/96)
  - C. CERTIFICATION OF REGISTRATION IN SAM - REAL PROPERTY (1/13)

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- D. COMPLIANCE WITH APPLICABLE LAWS (10/96)
- E. CONTRACTOR IDENTIFICATION NUMBER - "DATA UNIVERSAL NUMBERING SYSTEM" (DUNS) NUMBER (1/13)
- F. COVENANT AGAINST CONTINGENT FEES (8/02)
- G. DEFAULT BY LESSOR (10/96)
- H. EXAMINATION OF RECORDS (8/02)
- I. INSPECTION (10/96)
- J. LESSOR'S SUCCESSORS (10/96)
- K. NO WAIVER (10/96)
- L. OFFICIALS NOT TO BENEFIT (10/96)
- M. PAYMENT BY ELECTRONIC FUND TRANSFER (1/13)
- N. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (7/14)
- O. SYSTEM FOR AWARD MANAGEMENT - REAL PROPERTY (1/13)

14. NOTICES: All notices/correspondence shall be in writing, reference the lease number, and be addressed as follows:

TO THE LESSOR:

Humboldt County  
1106 2<sup>nd</sup> ST  
Eureka, CA 95501

TO THE GOVERNMENT:

Federal Aviation Administration  
Real Estate & Utilities Group, ALO-820  
1601 Lind Ave SW  
Renton, WA. 98057

**ANTENNA AND RACK SPACE LEASE**

January 2016

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IN WITNESS WHEREOF, the parties hereto have signed their names.

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**COUNTY OF HUMBOLDT**

BY Virginia Bass  
Signature

Chairman, Board  
Of Supervisors

3/28/2017  
Date

**UNITED STATES OF AMERICA**

BY  
  
Polly Martin Signature

Real Estate  
Contracting Officer  
  
Real Estate  
Contracting Officer

Date

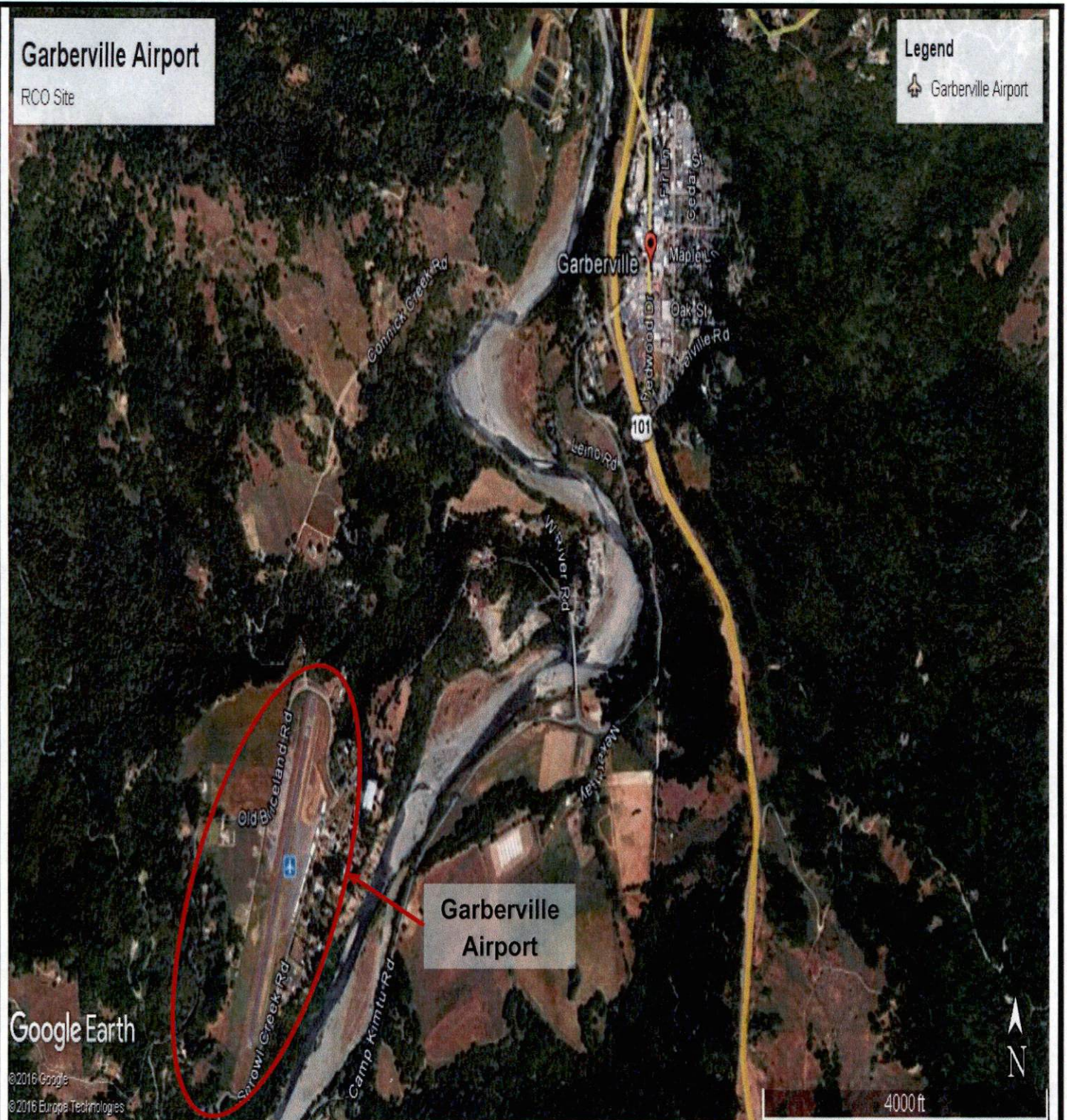


# Garberville Airport

RCO Site

## Legend

 Garberville Airport



Google Earth

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County of Humboldt  
Department of Public Works  
Aviation Division  
1106 Second Street  
Eureka, CA 95501

## Exhibit A

FAA Lease No. DTFAWN-17-L-00048  
Remote Communication Outlet (RCO)

Garberville Airport

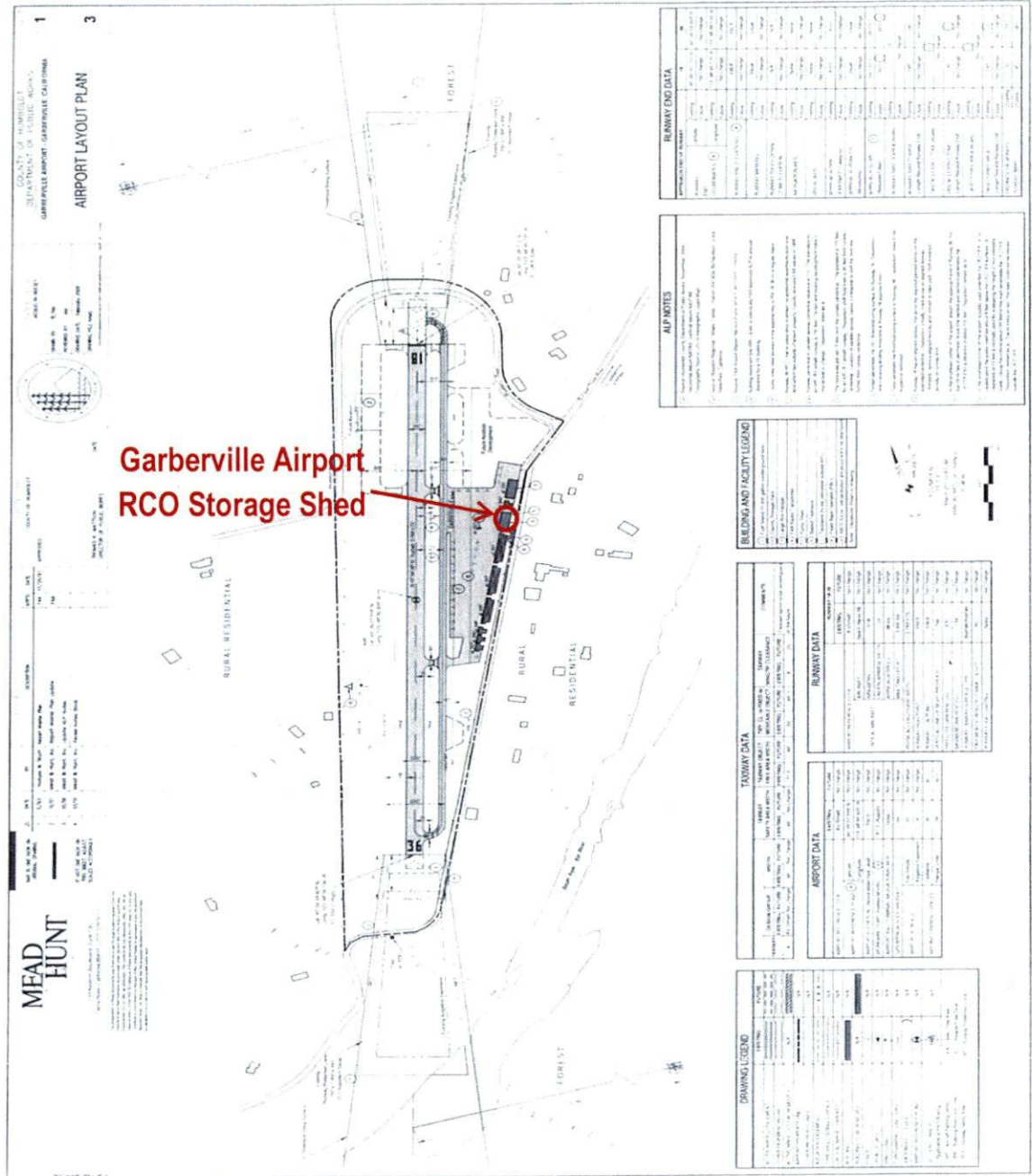
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2/12/2017



# Gaberville Airport, Gaberville, CA

## EXHIBIT A



County of Humboldt  
Department of Public Works  
Aviation Division  
1106 Second Street  
Eureka, CA 95501

**Exhibit A**  
FAA Lease No. DTFAWN-17-L-00048  
Remote Communication Outlet

Gaberville Airport

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of  
3  
12/12/2016



# Garberville Airport

RCO Storage Shed Site

## Legend

- Garberville Airport
- RCO Storage Shed

Google Earth

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RCO Storage Shed

Sprawl Creek Rd

N

400 ft



County of Humboldt  
Department of Public Works  
Aviation Division  
1106 Second Street  
Eureka, CA 95501

## Exhibit A

FAA Lease No. DTFAWN-14-L-00048  
Air Freight Terminal Building

Garberville Airport

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of  
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2/12/2017